

November 6, 2017 8:30 A.M.

JONES COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET

TRENTON, NC 28585

MINUTES

COMMISSIONERS PRESENT:

Frank Emory, Chairperson

Mike Haddock, Vice-Chairperson

Zack Koonce, Commissioner

Sondra Ipock-Riggs, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager

Angelica Hall, Clerk

Brenda Reece, Finance Officer

Mike Houston, Water Supervisor

COMMISSIONERS ABSENT:

Joseph Wiggins, Commissioner

The Chairperson called the meeting to order and Commissioner Mike Haddock gave the invocation.

MOTION was made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Zack

Koonce and unanimously carried **THAT** the agenda be **APPROVED** as presented.

MOTION made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Zack Koonce,

and unanimously carried **THAT** the minutes for Regular Meeting on November 6, 2017, Special

Meeting October 30, 2017 and November 13, 2017 be **APPROVED** as presented.

PUBLIC COMMENT PERIOD:

None

1. BUDGET AMENDMENTS #7-10

Mr. Franky Howard, County Manager, presented the Board with Budget Amendments #7-10 to keep the County in line with expenditures. **MOTION** made by Commissioner Mike Haddock, seconded by Commissioner Zack Koonce and unanimously carried **THAT** Budget Amendments #7-10 be **APPROVED** as presented. A copy of the Budget Amendments #7-10 is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

2. CAPITAL REQUEST-JAIL

Mr. Franky Howard, County Manager, presented the Board with a capital request from the Jail for a two stainless steel bench seat with handcuff rings; for a 72" bench seat, the cost is \$660.00 and for a 48" bench seat, the cost is \$550.00. **MOTION** made by Commissioner Zack Koonce seconded by Commissioner Mike Haddock and unanimously carried **THAT** the capital request for stainless steel bench seats with handcuff rings be **APPROVED** as presented. A copy of the capital request is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

3. COURTHOUSE ROOF

Mr. Franky Howard, County Manager, spoke to the Board about the needed repairs to the Courthouse roof. Mr. Howard explained that he has received several quotes on the roof and would request that they allocate a budget of \$50,000 to repair/replace the roof. Mr. Howard stated that he was currently working with a Tradesman that lives in Jones County and still does standing seam metal. The tradesman estimated cost to run around \$40,000 to redo the roof and this includes the material and the equipment to bend the metal. Mr. Howard explained to the Board, in an effort to keep cost down, the county would rent a lift to assist with the project and that the county maintenance employee would assist with the roof. Also, during the repair process, the plan is to fix the leaking gutters and clean the outer edges of the Courthouse. Mr. Howard informed the Board that the Building Improvement line would be used to fund the repair. **MOTION** made by Commissioner Mike Haddock, seconded by Commissioner Sondra Ipocck-Riggs and unanimously carried **THAT** the request for roof repairs be **APPROVED** but not to exceed \$50,000.

4. ELECTRIC VEHICLE CHARGING STATION GRANT

Mr. Franky Howard, County Manager, spoke to the Board about a \$20,000 grant awarded to the County for four Electric Vehicle Charging Stations. Mr. Howard explained that the grant was through a program by Duke Energy Progress. Mr. Howard stated that this would be a good marketing tool and service to those that travel through our area with electric vehicles. The quote to install a station at the Civic Center and Admin Office is \$31,000. Mr. Howard stated he is working to possibly get this lower by using a different product. There was some discussion by the Board. **MOTION** made by Commissioner Sondra Ipocck-Riggs, seconded by Commissioner Mike Haddock and unanimously carried **THAT** the request to receive the grant in the amount of \$20,000 for the Electric Vehicle Charging Stations be **TABLED** until more information is received and presented to the Board.

5. WATER TOWER LEASE AGREEMENT

Mr. Franky Howard, County Manager, presented the Board with the Water Tower Lease Agreement. Mr. Howard explained to the Board that Jones County was in much need for better Broadband Internet services across the County and one way identified to get services in the areas needed is to use the county water towers in a partnership with a private company to provide services. Mr. Howard stated that recently Duplin County entered into the same agreement with Eastern NC Broadband and it was his recommendation that the county move forward with this agreement in the amount of \$250/tower/year and grant them access to the water towers to get a better service option to the citizens of Jones County. **MOTION** made by Commissioner Zack Koonce, seconded by Commissioner Sondra Ipocck-Riggs and unanimously carried **THAT** the Water Tower Lease Agreement be **APPROVED** as presented. A copy of the lease agreement is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

6. 2018 HOLIDAY SCHEDULE

Mr. Franky Howard, County Manager, presented the Board with the 2018 Holiday Schedule for approval. After discussion by the Board a **MOTION** was made by Commissioner Zack Koonce, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** Friday, May 25, 2018 be removed and the 2018 Holiday Schedule be **APPROVED**. A copy of the holiday schedule is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

7. OFFER TO PURCHASE: 181 COUNTRYVIEW LANE

Mr. Franky Howard, County Manager, explained to the Board the ad ran to sell 181 Countryview Lane for 10 day upset bid and didn't receive any upset bids. Now there needed to be authorization to proceed with the offer at \$2,000 and set up closing. **MOTION** made by Commissioner Mike Haddock, seconded by Commissioner Zack Koonce and unanimously carried **THAT** bid be accepted and to proceed with the offer at \$2,000 and set up closing be **APPROVED** as presented. A copy of the resolution is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

8. SCHOOL UPDATE

Mr. Franky Howard, County Manager, provided the Board an update on the school project and also requested approval of the Amendment to the Pre-Development Agreement. There was discussion by the Board on the project. Also, Mr. Howard announced that the QZAB application was awarded but they were still waiting news on the Grant. **MOTION** made by Commissioner Mike Haddock, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the Amendment to the Pre-Development Agreement be **APPROVED** as presented. A copy of the Amendment is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

9. WATER PROJECT UPDATE

Mr. Franky Howard, County Manager, provided the Board an update on the water project. Mr. Howard explained that currently the test wells were looking good for using the site selected on Highway 17. Now the next step was for the Engineers to begin designing the Treatment Plant. There was discussion by the Board. Information only, no action needed.

PUBLIC COMMENT

None

COUNTY MANAGER'S REPORT

No Report

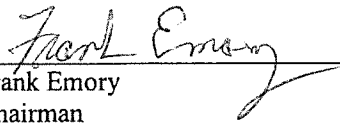
COMMISSIONER'S REPORTS

Commissioner Zack Koonce reported he received another complaint about the noise on Middle Road.

Commissioner Sondra Ipock-Riggs requested information about a Shooting Range being put in Jones County; she stated she was approached by someone interested in teaching a class.

Commissioner Mike Haddock requested an update on the FSA returning to Jones County.

MOTION made by Commissioner Mike Haddock, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the meeting be **ADJOURNED** at 9:34 a.m.


Frank Emory
Chairman

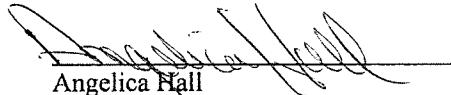

Angelica Hall
Clerk to the Board

EXHIBIT A

Budget Amendment

Date: 11/6/2017

Fund: General Fund

Fiscal Year: 2017-2018

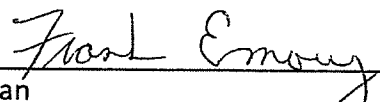
Amendment #7

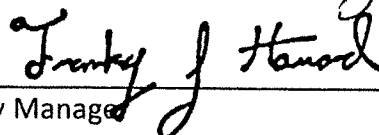
Increase Revenues

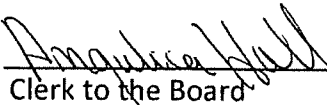
Ad Valorem Tax	Penalties	11-0110-4170-00	12,000.00
Other Tax	Art 40 School	11-0150-4232-01	2,000.00
Other Tax	Art 42 School	11-0150-4233-01	26,714.00
Restricted DSS	Welfare Administration	11-0212-4531-00	25,480.00
Total Increase in Revenues			66,194.00

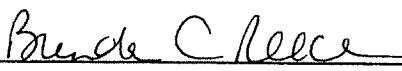
Increase Expenditures

School-Current Expense	Tax Penalties	11-5911-5300-08	12,000.00
School-Current Expense	1/2 Cent Capital Outlay	11-5911-5981-02	28,714.00
Social Services Admin	Capital - Vehicles	11-5310-5540-00	25,480.00
Total Increase in Expenditures			66,194.00


Chairman


County Manager


Clerk to the Board


Finance Officer

Budget Amendment

Date: 11/6/2017

Fund: Water Fund

Fiscal Year: 2017-2018 Amendment #8

Decrease Expenditure

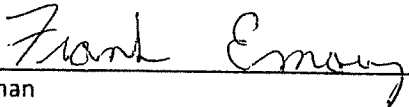
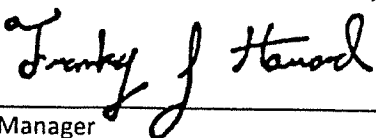
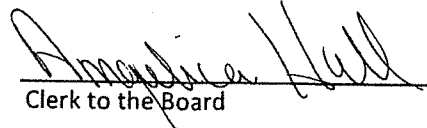

Water Administration	Transfers	60-7110-5721-00	135,000.00
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TOTAL			135,000.00
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Increase Expenditures

Water	Transfers	60-7800-5981-11	135,000.00
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Total			135,000.00
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Chairman
County Manager
Clerk to the Board
Finance Officer

Budget Amendment

Date: 11/6/2017

Fund: General Fund

Fiscal Year: 2017-2018

Amendment #9

~~Decrease Exp~~
~~Increase Revenue~~

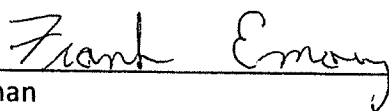
ROD	Records Preservation	11-4180-5560-01	4,500.00
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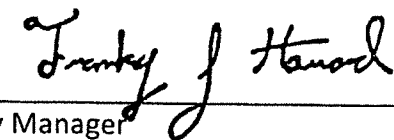
Total Increase in Revenue			4,500.00
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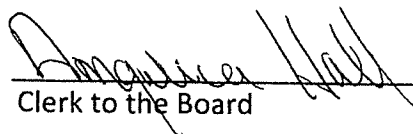
Increase Expenditures

Transfers	Transfer to ROD Automation	11-7800-5981-27	4,500.00
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Total Increase in Expenditures			4,500.00
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Chairman


County Manager


Clerk to the Board


Finance Officer

Budget Amendment

Date: 11/6/2017

Fund: Fund 27 - ROD Automation

Fiscal Year: 2017-2018

Amendment #10

Increase Revenue

Transfer	Transfer from General Fund	27-0700-4986-11	4,500.00
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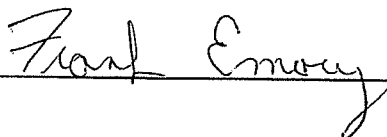
Total Increase in Revenue			4,500.00
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Decrease Revenues

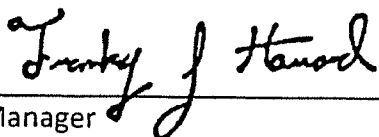
ROD Automation	Fund Balance	27-0991-4991-00	4,500.00
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Total Decrease in Revenue			4,500.00
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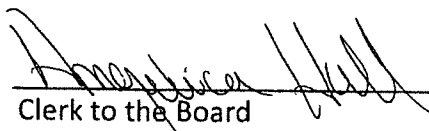
Chairman



County Manager



Clerk to the Board



Finance Officer



EXHIBIT B

JIMS**JOHNSON INDUSTRIAL MACHINERY SERVICES, INC.**

PO BOX 3877
WILSON, NC 27895-3877
(252) 239-1944
jims@jimsinc.net

September 27, 2017

Quote #17278

Capt. Jason Jarman
Jones County Sheriff's Office
PO Box 267
Trenton, NC 28585

Dear Capt. Jarman,

We are pleased to offer the following quote:

Fabrication and delivery of stainless steel bench seat with handcuff rings
Price is based on a normal 40 hour work week (Monday thru Thursday)
Price is guaranteed for 15 days

- A. 72" bench seat
\$660.00
- B. 48" bench seat
\$550.00

Once again thank you for allowing JIMS this opportunity. We look forward to hearing from you soon.

Sincerely,

Will Fulghum
General Manager

AGREEMENT

This Agreement made and entered into as of this _____ day of _____, 20____, by and between _____, an individual or entity (hereinafter referred to as the "Owner"); and **Eastern Carolina Broadband, LLC**, an Internet Service Provider organized and existing under the laws of the State of North Carolina, (hereinafter referred to as "ECB").

WITNESSETH:

WHEREAS, the Owner owns a _____ located at _____, in _____, _____ County, North Carolina (the "Structure"); and

WHEREAS, ECB desires to install, remove, replace, maintain, and operate, at its expense, a wireless broadband service system facility, including up to eight (8) antennas to be mounted, at its discretion, on the outside of the Structure, and a weather utility service box approximately 2' x 3' to house the communications service system fixtures and equipment, and necessary appurtenances;

NOW, THEREFORE, in consideration of the provisions, terms, conditions and covenants contained herein, the Owner and ECB do mutually covenant and agree as follows:

1. Rented Space. The Owner hereby leases exclusive non-licensed spectrum broadband use of space on the Structure for up to eight (8) antennas and mounts at locations to be selected by ECB so long as they do not interfere with the operation of the Structure, the ladders, braces, paint removal, or painting of the Structure and is in full compliance with all state and/or federal laws or the rules and regulations of any agency or instrumentality thereof. The Owner also hereby rents to ECB an area of land near the base of the Structure (the "Site") on which to install one utility box and gives permission to bury the needed cables and/or fiber to reach the local termination point.
1. Term. The term of this Agreement (the "Initial Term") is five (5) years, commencing on the date the Owner accepts this Agreement. This Agreement shall be automatically renewed for additional twelve (12) month periods (the "Renewal Terms"), unless ECB or the Owner provides notice of intention not to renew, not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.
2. Rent. Rent will be paid yearly, in advance, beginning on the commencement date and on each anniversary of it. The annual rent will be \$_____ per year for the duration of the term, provided that ECB uses the fiber connection at the base of the Structure. The annual rent will be \$_____ per year if ECB does not use any fiber connection at the Structure. Annual rent will be paid by ECB by the 5th business day of each annual term.
3. Title and Quiet Possession. The Owner represents and agrees: (a) that it is the owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that ECB or its assigned agent, is entitled to access the Site, including inside any security fence or area, at all times throughout the terms of the Agreement so long as ECB is not in default of this Agreement. The Owner will make reasonable efforts to protect and secure all ECB equipment within the Structure fence area.
4. Installation. In no event shall ECB, or its assigned agent, pierce or drill into the exterior of the Structure. ECB agrees that it will provide the Owner a written proposal addressing the

installation of any antenna and that such proposal shall be approved by the Owner prior to installation.

5. Interference. ECB, or its assigned agent, will resolve technical problems with other equipment located at the Site prior to the installation date.
6. Utilities. If the Owner furnishes 120 volt AC power at the utility box at the base of the Structure, ECB will pay an additional \$_____ per year for said electrical power. Power consumption will be minimal with use in the range of 2 amps, or approximately 140 KWH per month. ECB may request to install a solar panel / battery backup system to maintain the reliability of the service during power failures and emergencies.
7. Maintenance of Area. ECB, and its assigned agents, shall make no alterations to the Structure or related facilities which will compromise or impair the integrity of the Structure. ECB, and its assigned agents, shall exercise special precaution to avoid damaging the facilities of the Owner, and ECB hereby assumes all responsibility for any and all loss or damage created by ECB, its employees or agents. The foregoing notwithstanding, Structure maintenance is the responsibility of the Owner. The Owner shall not move, disconnect or adjust, in any way, ECB's equipment without the supervision of an ECB representative on site. ECB acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the Structure and the Owner shall incur no liability to ECB for any injury, expense, or claim incurred by ECB during any such repair or renovation, provided that an ECB representative is on Site and supervising the work.
8. Indemnity. ECB shall carry insurance to indemnify, protect, and save harmless the Owner from any and all claims and demands for damages to property and injury to persons, which may arise out of or be caused by the erection, maintenance, presence, use or removal of ECB antennas, cable, equipment and necessary appurtenances at the Site. ECB shall also indemnify, protect, and save harmless the Owner from any and all claims and demands of whatsoever kind which may arise directly or indirectly from the operations of ECB's facilities, including, but not limited to, infringement of copyrights, libel and slander, unauthorized use of frequencies, etc.
9. Termination. ECB may terminate this Agreement upon thirty (30) days written notice without stated cause and without liability for further rent. The Owner may terminate this Agreement upon three hundred sixty (360) days written notice, without stated cause.
10. Hazardous Substance. ECB shall not introduce or use any substance on the Site in violation of any applicable law. ECB understands that if the Owner needs to remove the old paint and repaint the Structure and the old paint contains sufficient levels of lead that it will require special handling and containment in its removal. ECB agrees to cooperate fully with the Owner in whatever steps are necessary for the removal of the old paint and the repainting of the Structure.
11. Miscellaneous. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. This Agreement is governed by the laws of the State of North Carolina. This Agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties. If any provision of this Agreement is invalid or unenforceable with

respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

Eastern Carolina Broadband, LLC

Owner:

By: _____

By: _____

Attested by:

Attested by:

Date

Date

CGJ/klk #39
118568-00001

EXHIBIT D

**2018 Holiday Schedule**

New Year's Day	January 1, 2018	Monday
Martin Luther King, Jr. Birthday	January 15, 2018	Monday
Good Friday	March 30, 2018	Friday
Easter Monday	April 2, 2018	Monday
Memorial Day	May 28, 2018	Monday
Independence Day	July 4, 2018	Wednesday
Labor Day	September 3, 2018	Monday
Veteran's Day	November 12, 2018	Monday
Thanksgiving	November 22 & 23, 2018	Thursday & Friday
Christmas	December 24, 25, & 26, 2018	Mon, Tues, & Wed

EXHIBIT E

RESOLUTION
181 Countryview Lane
Tax Parcel Number 454444532900, Jones County, North Carolina

THAT WHEREAS, Jones County has received an offer to purchase a parcel of property owned by the County, identified as Tax Parcel Number 454444532900, and being more particularly described herein; and

WHEREAS, the Board of Commissioners is authorized to sell the County's interest in the property pursuant to North Carolina General Statute §160A-269; and

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the final offer to purchase, after the upset bid period, was in the sum of \$3,410.00 by Jermain Smith; and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the subject property to the successful bidder and to convey its interest in said property by quitclaim deed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF JONES COUNTY:

Section 1. That the last and highest bid of Elbert L Harris in the sum of \$2,000 for said parcel identified as Tax Parcel Number 454444532900, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchaser for the County's interest in said property, and to further execute any and all other documents related to the sale of the same.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the County, upon payment of the purchase price.

Section 3. That the subject property is more particularly described as follows:

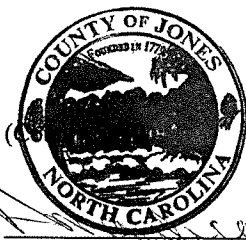
All that certain lot or parcel of land lying and being situate in Beaver Creek Township, Jones County, North Carolina, and being more particularly described as follows:

All that certain lot or parcel of land situated in Beaver Creek Township, Jones County, North Carolina, and more particularly described as follows: Being all of those certain lots or parcels of land shown and designated as Lot 7 on a map for record for Tilghman Place, Section II, dated February 11, 2000, which map is recorded in Cabinet B, Slide 338, Page 4 of the Jones County Registry and is incorporated herein by reference for a more particular description of Lot 7, Section II.

Subject to restrictive covenants and easements of record.

Parcel Identification Number : 4544-44-5329-00

ADOPTED THIS 6th DAY OF November, 2017.



ANGELICA K. HALL,
Clerk to the Board


FRANK EMORY, Chairman

EXHIBIT F



NORTH CAROLINA

JONES COUNTY

PRE-DEVELOPMENT AGREEMENT—Supplement and Amendment

A Pre-Development Agreement was entered into by and between FIRSTFLOOR K-12 SOLUTIONS, LLC, or an assigned subsidiary (the “Developer”), the Jones County Board of Commissioners (the “County”), and the Jones County Board of Education (the “School Board”) (collectively the School Board and the County are referred to as the “School Parties”) effective as of October 3, 2016 (the “Pre-Development Agreement”). The parties have proceeded with the design of the School in accordance with the Pre-Development Agreement, and intend to close the financial transaction in December, 2017. The parties acknowledge that the construction process has fallen behind the schedule presented in the Management Plan attached to the Pre-Development Agreement. In order to keep the construction of the School on schedule to be ready to use at the beginning of the school year 2019-2020, the parties have agreed to permit the Developer to undertake the “Early Site Package” (as further described on Exhibit A hereto) (the “Early Stage Site Work”) prior to the close of the financing. Terms defined in the Pre-Development Agreement are used in this Supplement with the same meaning.

The Management Plan set forth in Exhibit B to the Pre-Development Agreement called for construction to begin upon closing of the debt financing. The debt closing is currently expected to take place in December of 2017. The Developer has informed the School Parties that delaying the Early Stage Site Work until December is likely to result in overall delay of the construction of the School because of winter weather conditions, which will in turn delay timely completion of the construction. Accordingly, the Developer has requested and the School Parties agree to supplement and amend the Pre-Development Agreement as follows.

1. The School Parties hereby authorize the Developer to proceed with the Early Stage Site Work in accordance with the Jones K-12 Early Site Package—Construction (the “Early Site Package”) attached hereto as Exhibit A. The Early Site Package is part of the construction of the School. The Developer and its subcontractors will perform the Early Site Package in accordance with the terms of the design build contract (the “Construction Contract”) between the Developer (or its affiliate) and Metcom (the “Contractor”). Such work is expected to cost \$950,000, based on the bids received by the Contractor, and such amount will be deducted from the guaranteed maximum price under the Developer’s design build contract with the Contractor. In the event the cost of the Early Stage Site Work package work exceeds \$950,000, the County shall have no further obligation to pay any invoices relating to such work.

2. The Management Plan is modified to allow the Early Site Package to be commenced immediately upon execution of this Pre-Development Agreement – Supplement and Amendment (the “Supplement”). The parties acknowledge and agree that the Management Plan will continue to provide that substantial completion of the School is expected to occur on or before June 15, 2019 and final acceptance is expected to be in September 1, 2019. Attached hereto as Exhibit B is a revised Management Plan that reflects the changes and modifications to the estimated schedule.

3. The County will make monthly payments of invoices submitted after completion of work relating to the Early Site Package, not to exceed \$950,000. FirstFloor submit a request for payment, accompanied by a copy of the invoice from the contractor, which shall include a detailed breakdown of work completed and charges incurred. FirstFloor shall not be entitled to any fee in connection with such work.

4. To the fullest extent permitted by law, the Developer shall, at its sole cost and expense, indemnify, defend, and hold harmless the School Parties and their agents, representatives, and employees from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to attorneys' fees, arising out of and/or resulting from the performance of the Early Site Package Work or any other activities on the project site conducted pursuant to the Pre-Development Agreement, as supplemented and amended, provided that any such claim, action, judgment, cost, liability, penalty, damage, loss or expense is caused by any negligent act, error or omission of the Developer, any contractor or subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally liable. The above obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 4. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N.C. Gen. Stat. § 6-21.2.

5. Insurance. The Developer shall obtain and maintain in effect during the term of this Pre-Development Agreement and at all times during performance of the Early Site Package Work, general liability and automobile liability insurance in which the School Board and the County shall each be named as insured parties in an amount not less than \$1,000,000 for personal injury, including death, to any one person, and from claims for property damages in an amount of not less than \$1,000,000 for each occurrence arising from any act or omission of Developer, its agents, employees, contractors or subcontractors. The Developer shall obtain and maintain in effect during the term of this Agreement a policy of workers- compensation liability insurance in which the policy shall protect the School Board and the County from claims in an amount not less than the statutory amount. The Developer shall promptly furnish to the School Board and the County certificates of insurance evidencing such insurance coverage. Developer shall comply with the Affordable Care Act and accompanying IRS and Treasury Department regulations.

6. Codes, Permits and Applicable Laws. The Developer shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules, regulations and School Board policies bearing on the conduct of the Early Site Package Work. If the Developer observes that the drawings and specifications are at variance therewith, he shall promptly notify the School Board in writing. If the Developer performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the School Board, he shall bear all cost arising therefrom. This Pre-Development Agreement, as supplemented and amended, and the relationship of the parties shall be governed by the laws of the state of North Carolina. Developer shall not employ any individuals to provide services to the School Board or County who are not authorized by federal law to work in the United States. Developer represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Pre-Development Agreement. Developer certifies that as of the date of this Pre-Development Agreement, Developer is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58, and the individual signing this Pre-Development Agreement certifies that he or she is authorized by the Developer to make the foregoing statement. Developer shall also ensure that any of its contractors and subcontractors will remain in compliance with these laws at all times while providing services in connection with this Pre-Development Agreement.

7. Safety Requirements. Developer shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws, rules, regulations, or ordinances governing such conditions and as required by the School Board. He shall be responsible for any damage he causes to the School Board's property or that of others on the job and shall repair any such damage.

The Developer shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall maintain all protective devices and signs throughout the progress of the work.

8. Warranties. The Developer guarantees and warrants to the School Board all work as follows: that all materials and equipment furnished during performance of the Early Site Package Work and during any other activities on the project site will be new and the best of its respective kind unless otherwise specified; that all work will be of good quality in accordance with the industry standards; that the work will be free of omissions and poor quality, imperfect or defective material or workmanship; that the work, including but not limited to, mechanical and electrical devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care; that the products or materials incorporated in the work will not contain asbestos; and that all agents or employees of Developer will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided. If, within one year after the completion of the Early Site Package Work or designated portion thereof or within one year after acceptance by the School Board of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Pre-Development Agreement, as supplemented and amended, any of the work is found to be defective, not in accordance with this Agreement, or not in accordance with the guarantees and warranties specified in this Pre-Development Agreement, as supplemented and amended, the Developer shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the School Board to do so. For items which remain incomplete or uncorrected on the date of completion of the Early Site Package Work, the one year warranty shall begin on the date of Final Completion of the Work.

9. Lunsford Act/Criminal Background Checks. Developer acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Developer shall provide certification, on the form attached as Exhibit A, that it has conducted sexual offender registry checks on each of its owners, employees, agents, contractors, or subcontractors who will engage in any service on or delivery of goods to School Board property or at a School Board sponsored event (checks can be conducted at no cost at <http://www.nsopw.gov/>). Developer shall not assign any individual to deliver goods or provide services on School Board property or at a School Board sponsored event if said individual appears on any of the listed registries.

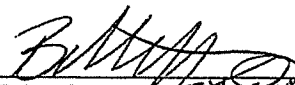
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IN WITNESS WHEREOF, the parties hereto have caused this Supplement and Amendment to Pre-Development Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

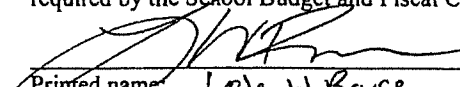
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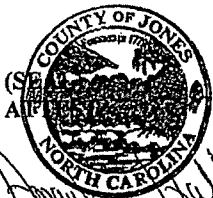
THE JONES COUNTY
BOARD OF EDUCATION



Printed name: Michael Bracy
Secretary

By: 
Printed name: Bill Griffin
Chairman

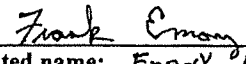
This instrument has been pre-audited in the manner
required by the School Budget and Fiscal Control Act.


Printed name: Lorie W. Rouse
Finance Officer,
The Jones County Board of Education

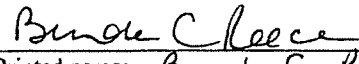



Printed name: Angelica Hull
Secretary

THE JONES COUNTY
BOARD OF COMMISSIONERS

By: 
Printed name: Frank Emery
Chairman

This instrument has been pre-audited in the manner
required by the Local Government Budget and Fiscal Control Act.


Printed name: Brenda C. Reece
Jones County Finance Officer

Firstfloor K-12 Solutions, LLC

By: _____
Printed name: _____
Manager

